

INTERGOVERNMENTAL AGREEMENT NO. 082015

**BETWEEN
GILA COUNTY**

AND

**TOWN OF MIAMI
MACKEY'S CAMP BRIDGE MATCHING FUNDS**

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2015, by and between Gila County, hereinafter referred to as "the County" and the Town of Miami, hereinafter referred to as "the Town".

RECITALS

WHEREAS, the Town of Miami has requested assistance in obtaining \$40,000 in funds the Town is required to provide as a match to a FEMA grant the Town received to reconstruct the Mackey's Camp Crossing which was washed out during a storm; and

WHEREAS, the Gila County Board of Supervisors desires to promote economic activity within the County and finds that supplying the above-referenced funds to the Town would be an economic development activity which would be operated and maintained within the boundaries of the County and would be for the benefit of the public.

SCOPE

THEREFORE, it is the intent of the County, pursuant to A.R.S. §11-254, to provide an economic development grant in the amount of \$40,000.00 to the Town for the purpose of the reconstruction of the Mackey's Camp Crossing and to distribute the funds between October 1, 2015 and October 31, 2015.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. Gila County will provide to the Town a \$40,000.00 economic development grant of which \$7,500 will come from District 2 Constituent Funds from Supervisor Michael A. Pastor, with the remaining \$32,500 coming from the County Natural Resources Fund.

2. Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Town of Miami
Attn: Town Manager
500 W. Sullivan Street
Miami, Arizona 85539

Gila County Board of Supervisors
Attn: County Manager
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. **Indemnification:** The Town shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Town, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. **Termination:** Prior to the distribution of the funds described herein from the County to the Town, either party may rescind this agreement by providing written notice to the other party. The parties do not expect that there shall be any property owned by the parties that will be comingled that will need to be disposed of after termination of the agreement.
3. **Cancellation:** This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
4. **Compliance with All Laws:** The parties shall comply with all federal, state and local laws these include rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. **Entire Agreement:** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. **Non-Appropriation:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County does not appropriate sufficient monies for the purpose of maintaining this Agreement.
7. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of

this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

8. As required by A.R.S § 23-214(B), before receiving the economic development incentive, the Town shall provide proof to the County that the Town is registered with and is participating in the e-verify program.
9. Finances and Budgetary Matters: Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be approved annually by the County and the Town through its respective ' board or council; financing may include commitment of general funds, grant funds, or other available financing.

IN WITNESS THEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

TOWN OF MIAMI

Darryl Daley, Mayor
Town of Miami

ATTEST

Marian Sheppard, Clerk of the Board of Supervisors

ATTEST

Karen Norris, Town Clerk

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorney